AMENDMENT OF SOLICITATI	ON OF CONTRACT		1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pure	hase Req		5. Project No.	(If applicable)
01	2003OCT17	SEE SCH	EDULE			
6. Issued By	Code W56HZV	7. Administered By		than Item 6)		Code S0302A
TACOM WARREN BLDG 231		DCMA PHOENI	:			
AMSTA-AQ-AHED		TWO RENAISSANCE SQUAR				
MELISSA PLANT (586)574-7234 WARREN, MICHIGAN 48397-5000				SUITE 400 S5004-4424		
HTTP://CONTRACTING.TACOM.ARMY.MIL		PHOENIA,	.2 0	3004-4424		
EMAIL: PLANTM@TACOM.ARMY.MIL			CD c	DAG MONT	ADDI	<b>NE</b> **00220
8. Name And Address Of Contractor (No., Stre	at City County State and		CD C	PAS NONE	ADP I nt Of Solicitation	PT HQ0339
		i Zip Code)		A. Amenumei	it Of Solicitation	I NO.
MCDONNELL DOUGLAS HELICOPTER COMPAN 5000 E. MCDOWELL ROAD	Y					
MESA, AZ. 85215-9797				9B. Dated (See	Item 11)	
				10A Modificat	tion Of Contract	Order No
			X	TUA. MIUUIIICA	non Or Contract	Order No.
TYPE BUSINESS: Large Business Perfo	rming in II S		\ <u></u>	DAAH23-99-G-	,	
	Iming in 0.5.		4	10B. Dated (Se	e Item 13)	
Code 8V613 Facility Code				2003MAY14		
11. T	HIS ITEM ONLY APPLI	ES TO AMENDMEN	TS OF SO	DLICITATION	S	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date s	pecified fo	or receipt of Of	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or						dment on each copy of the JRE OF YOUR
ACKNOWLEDGMENT TO BE RECEIVED	D AT THE PLACE DESIG	SNATED FOR THE	RECEIPT	OF OFFERS I	PRIOR TO THE	HOUR AND DATE
SPECIFIED MAY RESULT IN REJECTIO						
change may be made by telegram or letter, p opening hour and date specified.	orovided each telegram or	ietter makes referenc	e to the so	oncitation and t	nis amendment,	and is received prior to the
12. Accounting And Appropriation Data (If rec	quired)					
NO CHANGE TO OBLIGATION DATA						
13. THIS	ITEM ONLY APPLIES T	O MODIFICATION	S OF CO	NTRACTS/ORI	DERS	
KIND MOD CODE: G	It Modifies The Contra					
A. This Change Order is Issued Pursual				The Ch	anges Set Forth	In Item 14 Are Made In
The Contract/Order No. In Item 10.  B. The Above Numbered Contract/Orde		The Administrative (	hanges (si	ich as changes i	in paving office.	appropriation data, etc.)
Set Forth In Item 14, Pursuant To T	he Authority of FAR 43.10	03(b).	manges (se	ren us enunges i	m puying office,	uppropriation data, etc.)
X C. This Supplemental Agreement Is Ent	ered Into Pursuant To Au	thority Of:				
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor X is not,	is required to sign	this document and i	eturn	(	copies to the Issu	ing Office.
14. Description Of Amendment/Modification (	Organized by UCF section	headings, including	olicitatior	/contract subje	ct matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION						
SEE SECOND FAGE FOR DESCRIPTION						
Except as provided herein, all terms and condi	tions of the document refer	renced in item 9A or	10A, as he	retofore chang	ed, remains uncl	nanged and in full force
and effect.						
15A. Name And Title Of Signer (Type or print)	)			Of Contracting	Officer (Type or	r print)
		LOLA G. G GAGEL@TAC		MIL (586)574-	7183	
15B. Contractor/Offeror	15C. Date Signed					16C. Date Signed
(Signature of person authorized to sign)	-	By(S	onsture e	/SIGNED/ f Contracting (	Officer)	2003OCT17
NSN 7540-01-152-8070	<u> </u>	30-105-02	8114141 C ()			ORM 30 (REV. 10-83)

PIIN/SIIN DAAH23-99-G-0014/BR29 MOD/AMD 01	CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 4
		PIIN/SIIN DAAH23-99-G-0014/BR29 MOD/AMD 01	

Name of Offeror or Contractor: MCDONNELL DOUGLAS HELICOPTER COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 01 IS TO REVISE PART NUMBER

- 1. THE PURPOSE OF THIS MODIFICATION IS TO REVISE PART NUMBER. PART NUMBETR 7-3640725010 IS REPLACEDBY PART NUMBER 7-3640725010-1 PER ENGINEERING ORDER (EO) \$446936.
- 2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

\*\*\* END OF NARRATIVE A 001 \*\*\*

# **CONTINUATION SHEET**

# Reference No. of Document Being Continued

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MOD/AMD 01

Page 3 of 4

Name of Offeror or Contractor: MCDONNELL DOUGLAS HELICOPTER COMPANY

SECTION I - CONTRACT CLAUSES

INSPECTION OF SUPPLIES - SIMPLIFIED NONSTANDARD ACQUISITION PROGRAM (SNAP)

Under this order, the Contractor orders, receives, inspects, and packs items by part number, i.e. Manufacturer's Part Number, Military Part Number/Technical Data Package, or Military Specification. In either case, the Contractor's inspection shall be limited to verification that the part number received is the part number ordered. The Contractor shall keep a record of all information regarding orders, (i.e. but not limited to, award of order, date of order/quantity and with whom placed, date of receipt of order/quantity and from whom, date of inspection and count of the item by contractor, and the date of shipment and how shipped. This record shall be held for one year after this order is terminated.

Notwithstanding the above, the Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this order.

The Government Representative shall determine the type and extent of Government inspection at the time of submission for acceptance, taking into account the criticality of the item presented and the inspection performed by the contractor. All items are to be new unless otherwise specified in the order. At a minimum, inspection of supplies offered for acceptance under this agreement shall consist of an examination by the Government to determine that the items:

- (i) conform with the purchase description as to type and kind;
- (ii) are present in the correct quantity;
- (iii) are not damaged;
- (iv) are operable, if operability is redily determinable; and
- (v) are correctly marked and packaged.

The Government Quality Assurance Representative (QAR) shall sign the contractor's prepared Material Inspection and Receiving Report (DD250).

INTERCHANGEABLE/REPLACEMENT ITEMS FOR PART NUMBERS (EXCLUDING COMMUNICATION AND AVIATION PARTS AND SUPPLIES)

Unless approved by the Contracting Officer in advance of award, Original Equipment Manufacture (OEM) must be provided. Substitution, interchangeable, and NON-OEM replacement parts are acceptable provided the item is the same in form, shape, fit, and function as the OEM product, it meets the physical characteristics of the original item, (i.e. volts, watts, ect), and the Contracting Officer has approved it in advance of award. The contractor's will identify on their quotes and on the Material Inspection and Receiving Report (DD250) the requested part number and the part number that is being provided. The contractor will be responsible for all items shipped that do not meet the performance characteristics of the requested item and replace the item at no cost to the Government or to the SA customer.

### AVIATION PARTS

Aviation parts must be traceable to the OEM and must be FAA certified or conformance to a military specification demonstrated. Aviation items cannot be shipped under a Certificate of Conformance.

# WARRANTY

- 1. When applicable, any warranty received from the Original Equipment Manufacturer (OEM) will be passed on to the user (country). The contractor shall include the warranty documents with the item required. A copy of the warranty shall also be furnished to the Contracting Officer and maintained in the purchase order file. See Block 5A of this order for address of the Contracting Office.
- 2. When requested, the contractor shall facilitate the Government & SA customer to insure that any warranty provisions are satisfied.

EXPORT LICENSE AND CUSTOMS CLEARANCE GUIDANCE FOR FMS CUSTOMERS

# 50302 U.S. DOD SPONSORED SHIPMENTS OF FMS MATERIAL

- A. <u>U.S./DDD Exemption from Export Licensing</u>. Under certain conditions, no license is required for the export of defense articles or defense services made by an agency of the USG. When DDD sponsored FMS material is shipped through the DTS or GBLs or other transportation documents, or by DDD-owned, controlled, or arranged transportation, with the destination country, the DDD is exempt from the requirement for an Export License and the completion of the Shipper's Export Declaration. Under no circumstances will these exemptions be extended to shipments made by a foreign government.
- B. <u>Annotation of Transportation Documents</u>. When DOD retains custody of the shipment and transportation responsibility until arrival of the shipment at the overseas port of discharge of the destination country, under the conditions defined above, and when movement is offered under Delivery Term Code 6 , 7 , and 9 all GBLs and other transportation documents issued to cover movement of such shipments will be annotated ( APPLICABLE MILITARY DEPARTMENT )

# **CONTINUATION SHEET**

# Reference No. of Document Being Continued

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MOD/AMD 01

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Name of Offeror or Contractor: MCDONNELL DOUGLAS HELICOPTER COMPANY

SPONSORED FOREIGN MILITARY SALES SHIPMENT--NO EXPORT DECLARATION OR LICENSE REQUIRED 22 cfr 126-4(A) APPLICABLE signature of the issuing officer of the GBL/Document will serve as a certification of this statement. NOTE: Under no circumstances will this annotation be made on GBL(s) or other transportation documents for FMS shipments made through or by a forwarding agent or by any representative of a foreign country.

C. Reporting of FMS Export Shipments. All U.S./DOD sponsored shipments of FMS export material moving overseas within the DTS or under U.S./DOD auspices and control, identified by Delivery Term Codes 6 7 , , and 9 will be reported monthly by MTMC to the Foreign Trade Report to satisfy the export date requirements of the U.S. Department of Commerce.

#### 50303 SHIPMENTS OF UNCLASSIFIED FMS PURCHASED MATERIAL THROUGH COUNTRY REPRESENTATIVE OR FREIGHT FORWARDERS.

- A. Policy. The Department of State has established policy and procedures in the ITAR, Section 126.6, relative to the permanent export of unclassified defense articles purchased on a government to government basis under the FMS program. This section of the ITAR provides for Form DSP-94 (Table 503-1) to be used instead of an export license for shipments through commercial channels of unclassified defense articles sold under the FMS program.
- B. Country/freight Forwarder Requirements. To make use of DSP-94, freight, forwarders must be registered with the Office of Munitions Control (OMC), file a letter with OMC from the foreign embassy or government appointing them as forwarding agents for that government's shipments, and file a statement with the OMC assuming full responsibility for compliance with the ITAR.
- C. Procedures are in Section 126.6 of the ITAR.

#### 50304 FMS CUSTOMER RESPONSIBILITY.

- A. General. Upon execution of an LOA, the foreign country authorized representative must file necessary documentation with the Department of State to permit legal export of FMS material from the U.S. by the country freight forwarder.
- B. Export Customs Clearance. It is the foreign country's responsibility to obtain export customs clearance for all FMS material exported from the U.S. except when it is moved under USG auspices.

### EVALUATION CRITERIA FOR SIMPLIFIED NONSTANDARD ITEM ACQUISITION REQUISITIONS (SNAP)

- (a) Unless otherwise specified, award will be made to that offeror who has submitted the lowest price quotation.
- (b) In making awards against urgent-requisitions, the Government reserves the right to select as the best value that quotation containing the best delivery terms, provided that (i) such terms are significantly superior to those contained in other quotations, and (ii) any price premium that may be charged for the superior delivery is considered to be reasonable. In any event that delivery terms will be considered as part of the evaluation, the contractor will be notified per the request for quotations.

### Maintenance of Shipping Documentation

All contractors participating in the Simplified Nonstandard Acquisition Program (SNAP) must maintain shipping documentation for two years from the date of shipment. All documentation should include the 14 digit document number and be clear and easy to read. The required documentation would include items such as Material Inspection and Receiving Report (DD250), Government Bill of Lading (GBL) and private company shipping records.

H-516 "Use of Government Owned Facilities on a Rent Free Basis".

\*\*\* END OF NARRATIVE I 001 \*\*\*